

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN (DETROIT) DIVISION

MIGHTY GOOD SOLUTIONS, LLC,

PLAINTIFF,

-V-

UNIVERSAL GP PRODUCTS, LLC,

DEFENDANT.

CASE NO. 2:22-cv-11153-DPH-KGA

HON. DENISE PAGE HOOD

MAG. HON. ELIZABETH STAFFORD

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DEFENDANT UNIVERSAL GP PRODUCTS, LLC'S  
MOTION TO DISMISS

# EXHIBIT 1

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF MISSOURI**

<b>MIGHTY GOOD SOLUTIONS, LLC,</b>	)	
	)	
<b>Plaintiff,</b>	)	
	)	<b>Case No.:</b>
<b>v.</b>	)	
	)	
	)	
<b>UNIVERSAL GP PRODUCTS, LLC,</b>	)	
	)	
<b>Defendant.</b>	)	

**DEFENDANT’S NOTICE OF REMOVAL**

COMES NOW Defendant, Universal GP Products, LLC, (“Defendant”), by and through its undersigned attorneys, and for its Notice of Removal, states to this Honorable Court as follows:

**THE REMOVED ACTION**

1. Defendant is a defendant in a civil action that was brought on or about December 20, 2020, by Plaintiff, Mighty Good Solutions, LLC in the Circuit Court of Jackson County, State of Missouri.

**PAPERS FROM REMOVED ACTION**

2. Pursuant to 28 U.S.C. § 1446(a) and Local Rule 2.03, Defendant has attached to this Notice of Removal as Exhibit “A,” a copy of the State Court file for the removed case, including a copy of all process, summons and pleadings served on Defendant as of the date of removal.

**THE VENUE REQUIREMENT IS SATISFIED**

3. Venue of this removal is proper under 28 U.S.C. § 1441 (a) because this Court is the United States District Court for the district and division corresponding to the place where the State Court action is pending.

**THE REMOVAL IS TIMELY**

4. This Notice of Removal is filed within thirty (30) days of Defendant's receipt of that copy of Plaintiff's Petition, and is thus, timely filed under 28 U.S.C. § 1446 (b).

**DIVERSITY JURISIDCTION**

5. According to Plaintiff's Petition, Plaintiff is a Kansas limited liability company whose primary place of business is Missouri, and Defendant is a Michigan limited liability company whose primary place of business is in Michigan, and therefore, pursuant to 28 U.S.C. § 1332(a)(2), complete diversity of citizenship exists between Plaintiff and Defendant.

6. Additionally, according to the invoices attached to Plaintiff's Petition as Exhibit A, Plaintiff seeks recovery of hundreds of thousands of dollars, and therefore, the alleged amount in controversy exceeds the \$75,000 jurisdictional minimum as required under 28 U.S.C. § 1332(a).

**FILING OF REMOVAL PAPERS**

7. Under 28 U.S.C. § 1446(d), written notice of the removal of this action has been given simultaneously to Plaintiff's counsel, and a Notice to Clerk of Removal has been simultaneously filed with the Circuit Court of Jackson County, State of Missouri.

WHEREFORE, Defendant, Universal GP Products, LLC, does hereby remove the above captioned action from the Circuit Court of Jackson County, Missouri, and requests that further proceedings be conducted in this Court as provided by law.

Dated: February 10, 2021.

Respectfully submitted,

FRANKEL, RUBIN, KLEIN, SIEGEL,  
PAYNE & PUDLOWSKI P.C.

By: /S/ MAYER S. KLEIN  
MAYER S. KLEIN, #MO32605

mklein@frankelrubin.com  
231 S. Bemiston, Suite 1111  
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Telephone: (314) 725-8000  
Facsimile: (314) 726-5837  
*Attorney for Defendant*

**CERTIFICATE OF SERVICE**

This is to certify that all parties and their attorneys have been electronically served through the Court's electronic filing system.

/S/ MAYER S. KLEIN  
MAYER S. KLEIN



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Ex. A

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<a href="#">Case File</a>	<a href="#">Parties &amp; Attorneys</a>	<a href="#">Docket Entries</a>	<a href="#">Charges, Judgments &amp; Sentences</a>	<a href="#">Service Information</a>	<a href="#">Filings Due</a>	<a href="#">Scheduled Hearings &amp; Trials</a>	<a href="#">Civil Judgments</a>	<a href="#">Garnishments/Execution</a>
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[Click here to eFile on Case](#)Sort Date Entries: ☒ Descending Display Options:[Click here to Respond to Selected Documents](#)☐ AscendingAll Entries **01/20/2021** ☐ [Notice of Service](#)

Servers Return of Service of Universal GP Products, LLC; Electronic Filing Certificate of Service.

Filed By: LAUREN GRACE GAMEL

On Behalf Of: MIGHTY GOOD SOLUTIONS, LLC

☐ [Corporation Served](#)

Document ID - 20-SMCC-11584; Served To - UNIVERSAL GP PRODUCTS, LLC; Server - ; Served Date - 11-JAN-21; Served Time - 12:40:00; Service Type - Special Process Server; Reason Description - Served; Service Text - SERVED TO MR URBANSKI, MANAGER

**12/31/2020** ☐ [Judge Assigned](#)

Pursuant to Administrative Order 2020-196, this case has been transferred to Judge David Bym, Division 3.

**12/21/2020** ☐ [Summons Issued-Circuit](#)

Document ID: 20-SMCC-11584, for UNIVERSAL GP PRODUCTS, LLC.

☐ [Motion Granted/Sustained](#)Associated Entries: 12/11/2020 - [Motion Special Process Server](#) ☐ [Order - Special Process Server](#)**12/15/2020** ☐ [Case Mgmt Conf Scheduled](#)

Scheduled For: 04/08/2021; 1:30 PM ; DAVID MICHAEL BYRN; Jackson - Kansas City

**12/11/2020** ☐ [Affidavit Filed](#)

Affiavit sent to Div 3 to sign Approval of PPS

☐ [Motion Special Process Server](#)

Motion for Approval and Appointment of Private Process Server; Affidavit for Appointment as Process Server.

Filed By: MEGHAN LAMPING

On Behalf Of: MIGHTY GOOD SOLUTIONS, LLC

Associated Entries: 12/21/2020 - Motion Granted/Sustained

**12/10/2020** ☐ [Filing Info Sheet eFiling](#)

Filed By: MEGHAN LAMPING

☐ [Note to Clerk eFiling](#)

Filed By: MEGHAN LAMPING

Case 4:21-cv-00080-FJG Document 1-1 Filed 02/10/21 Page 1 of 10

☐ **Pet Filed in Circuit Ct**

Petition; Exhibit A.

**On Behalf Of:** MIGHTY GOOD SOLUTIONS, LLC

☐ **Judge Assigned**

IN THE CIRCUIT COURT OF JACKSON COUNTY  
STATE OF MISSOURI

**MIGHTY GOOD SOLUTIONS, LLC** )

Plaintiff, )

vs. )

Cause No.:

**UNIVERSAL GP PRODUCTS, LLC** )

**JURY TRIAL DEMANDED**

Serve at: )

854 Edgemont Park )

Grosse Pointe Park, MI 48238 )

Defendant. )

**PETITION**

COMES NOW Mighty Good Solutions, LLC (“Mighty Good”), and for its Petition (“Petition”) against Defendant Universal GP Products, LLC (“Universal”), states as follows:

**PARTIES, JURISDICTION AND VENUE**

1. Mighty Good is, and at all times material hereto was, a limited liability company organized and existing under the laws of the State of Kansas, with its principal place of business in Jackson County, Missouri. It is a citizen of the State of Missouri.

2. Upon information and belief, Universal, is, and at all times material hereto was, a limited liability company organized and existing under the laws of the State of Michigan, with its principal place of business in Grosse Point Park, Michigan. Universal is a citizen of the State of Michigan and conducts business within the State of Missouri.

3. This Court has personal jurisdiction over Universal because it has knowingly caused injury in Missouri as described herein. Mighty Good’s claims arise from the conduct of business and the making of a contract in Missouri that resulted in injury in Missouri.



4. Jurisdiction is proper pursuant to MO. REV. STAT. § 506.500.1 (2) and (3) in that Universal entered into the contract(s) referenced below in the state of Missouri and/or committed the tortious acts at issue in Missouri.

5. Venue is proper in this Court pursuant to MO. REV. STAT. § 508.010 because Mighty Good was first injured in the County of Jackson by wrongful conduct as set forth herein.

**FACTUAL BACKGROUND**

6. Mighty Good is a consumer-packaged goods company that specializes in manufacturing within the United States and producing, among other things, household goods.

7. Upon information and belief, Universal holds itself out as a retail and wholesale supplier of various goods.

8. In the Spring of 2020, Universal approached Mighty Good and informed Mighty Good that it would be able to supply Mighty Good with certain pumps required by Mighty Good with respect to bottles of hand sanitizer being produced by Mighty Good.

9. Universal represented that it had ready access to the specific type of pump that Might Good required,

10. Universal went on to represent that it had the ability to deliver the requested pumps within two weeks and that Universal could be Mighty Good's exclusive supplier of the required pumps.

11. Based on these representations, Mighty Good ordered nearly 1.5 million of a specific type of pump – the "28-400" pump.

12. Universal accepted the order and represented and agreed that the 28-400 pumps ordered by Mighty Good would be delivered within two weeks.



13. Universal charged Mighty Good \$0.653 per pump and Mighty Good paid Universal the total sum of \$966.700.

14. The transactions with Universal were documented by purchase orders. The purchase orders are attached hereto as Exhibit A.

15. Although Universal promised to deliver the pumps within two weeks per the terms of the parties' agreement, Universal failed to do so.

16. Additionally, when Universal did deliver pumps, which was several weeks later, Universal delivered far fewer pumps than it had promised and the pumps were the wrong size.

17. Far from the nearly 1.5 million pumps ordered, Universal delivered only 845,000 pumps.

18. Further, the pumps Universal delivered was not the "28-400" pumps that were ordered. Instead, Universal delivered "28-410" pumps.

19. The fact that Universal delivered the wrong sized pumps was significant. The 28-410 pumps were not compatible with the bottles that Mighty Good was using for the hand sanitizer.

20. In order to use the incorrect pumps delivered by Universal and to get them the pumps to fit securely, Mighty Good was forced to include an extra piece.

21. This created additional costs for Mighty Good and also delayed the production of the hand sanitizer.

22. Although Mighty Good has requested a refund for the pumps that were never delivered, Universal has refused to process the refund. Additionally, Universal has failed to arrange to retrieve the incorrect pumps that it delivered.

23. As a result of Universal's breaches and non—performance, Mighty Good has been damaged.

**COUNT I**  
**Breach of Contract**  
**[Against Universal]**

24. Mighty Good hereby restates and incorporates the allegations set forth above as if fully restated herein.

25. In May and June, Universal and Mighty Good entered into an agreement, in which Universal promised to sell and Mighty Good promised to pay for certain pumps as described above. *See **Exhibit A**.*

26. Pursuant to the Purchase Orders, an agreed upon quantity of a certain type of pump sized “28-400” was to be delivered to Mighty Good within two weeks.

27. The agreement between the parties is binding and supported by valid consideration.

28. Per the agreement, Mighty Good paid Universal for “28-400” pumps.

29. Despite this, Universal has breached its agreement by providing the wrong type of product and did not provide the product at the time provided for and agreed to by the parties.

30. Universal has accepted payment.

31. Mighty Good has performed its obligations and conditions precedent with respect to the agreement and is entitled to enforce the agreement.

32. Mighty Good has been damaged by Universal’s breach.

WHEREFORE, Plaintiff Mighty Good respectfully requests that a Judgment be entered in its favor and against Universal on Count I of this Petition in an amount to be determined in this proceeding, for its costs to obtain relief in this action including reasonable expenses and attorneys’ fees, for all interest to which it is legally entitled, and for such other and further relief as is deemed proper under the circumstances.

**COUNT II**  
**Unjust Enrichment**

33. Mighty Good hereby restates and incorporates the allegations set forth above as if fully restated herein.

34. Mighty Good conferred a benefit on Universal by transferring or paying it over \$900,000 which this amount was to be payment for certain pumps.

35. Universal has been enriched by this benefit in that it has withheld and retained funds from Mighty Good and has not delivered the product required.

36. Universal appreciated, accepted and retained the benefits, including by withholding and taking funds in excess of any amount due to Universal and by wrongfully retaining amounts that were to be promptly remitted to suppliers as set forth herein.

37. In these circumstances, the retention of such amounts is inequitable.

WHEREFORE, Plaintiff Mighty Good respectfully requests that a Judgment be entered in its favor and against Universal on this Count II of this Petition in an amount to be determined in this proceeding, for its costs to obtain relief in this action including reasonable expenses and attorneys' fees, for all interest to which it is legally entitled, and for such other and further relief as is deemed proper under the circumstances.

Respectfully submitted,

CARMODY MacDONALD P.C.

By: /s/ Meghan M. Lamping  
Meghan M. Lamping, #59987  
Ryan M. Prsha, #70307  
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rmp@carmodymacdonald.com

**MightyGood.**

# Purchase Order

Date: May 22, 2020  
 PO Reference #: 52201  
 Customer ID: UNIVGP

Vendor Universal GP Products, LLC  
 Jose Reyes  
 854 Edgemont Park  
 Grosse Pointe Park, MI 48230

Bill To:  
 Mighty Good Solutio  
 Attn: Ben Rendo  
 616 E 63rd St, Ste 204  
 Kansas City, MO 64111  
 Ph: 816-668-0132

**Conditions**

Air freight - Must arrive by 6/5/2020 to the following facility:

Champion Brands

Attn: Matt Lowe

1001 Golden Dr

Clinton, MO 64735

Qty	Item #	Description	Job	Unit Price	Line Total
500,000	943561P	32 oz Pump	N/A	\$ 0.653	\$ 326,500.00
Less Deposit					\$ (50,000.00)
Total					\$ 276,500.00

Ben Rendo

5/22/20

Authorized by

Date

616 E 63rd St, Suite 204, KCMO 64110. Ph:816-668-0132 / Em: ben@mightygoodsolutions.com

**EXHIBIT**  
**A**

**MightyGood.**

# Purchase Order

Date: June 1, 2020  
 PO Reference #: 52202  
 Customer ID: UNIVGP

Vendor Universal GP Products, LLC  
 Jose Reyes  
 854 Edgemont Park  
 Grosse Pointe Park, MI 48230

Bill To:  
 Mighty Good Solutio  
 Attn: Ben Rendo  
 616 E 63rd St, Ste 204  
 Kansas City, MO 64111  
 Ph: 816-668-0132

**Conditions**

Air freight - Must arrive to the following facility:

Champion Brands

Attn: Matt Lowe

1001 Golden Dr

Clinton, MO 64735

Qty	Item #	Description	Job	Unit Price	Line Total
4,500,000		32 oz Pump - 28/400A	N/A	\$ 0.653	\$ 2,938,500.00
1,000,000		64 oz Pump - 38/400A	N/A	\$ 1.159	\$ 1,159,000.00
Total					\$ 4,097,500.00

Ben Rendo

6/1/20

Authorized by

Date

616 E 63rd St, Suite 204, KCMO 64110. Ph:816-668-0132 / Em: ben@mightygoodsolutions.com

JS 44 (Rev 09/10)

# UNITED STATES DISTRICT COURT WESTERN DISTRICT OF MISSOURI

## CIVIL COVER SHEET

This automated JS-44 conforms generally to the manual JS-44 approved by the Judicial Conference of the United States in September 1974. The data is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. The information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is authorized for use only in the Western District of Missouri.

**The completed cover sheet must be saved as a pdf document and filed as an attachment to the Complaint or Notice of Removal.**

### Plaintiff(s):

#### First Listed Plaintiff:

MIGHTY GOOD SOLUTIONS, LLC ;  
1 Citizen of This State;  
**County of Residence:** Jackson County

### Defendant(s):

#### First Listed Defendant:

UNIVERSAL GP PRODUCTS, LLC ;  
2 Citizen of Another State; Michigan  
**County of Residence:** Outside This District

**County Where Claim For Relief Arose:** Jackson County

### Plaintiff's Attorney(s):

Ms. Meghan M. Lamping ( MIGHTY GOOD SOLUTIONS, LLC)  
Carmody MacDonald, PC  
120 South Central Avenue, Suite 1800  
St. Louis, Missouri 63105  
**Phone:** 314 845 8600  
**Fax:**  
**Email:** mml@carmodymacdonald.com

### Defendant's Attorney(s):

Mayer S. Klein ( UNIVERSAL GP PRODUCTS, LLC)  
Frankel, Rubin, Klein, Siegel, Payne & Pudlowski, PC  
231 South Bemiston Avenue, #1111  
Saint Louis, Missouri 63105  
**Phone:** 3147258000  
**Fax:**  
**Email:** mklein@frankelrubin.com

**Basis of Jurisdiction:** 4. Diversity of Citizenship

### Citizenship of Principal Parties (Diversity Cases Only)

**Plaintiff:** 1 Citizen of This State

**Defendant:** 2 Citizen of Another State

### Origin: 2. Removed From State Court

**State Removal County:** Jackson County

**State Removal Case Number:** 2016-CV25414

**Nature of Suit:** 190 All Other Contract Actions

**Cause of Action:** Breach of Contract and Unjust Enrichment

### Requested in Complaint

**Class Action:** Not filed as a Class Action

**Monetary Demand (in Thousands):** over \$100,000



**Jury Demand:** Yes

**Related Cases:** Is NOT a refiling of a previously dismissed action

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**Signature:** /s/ Mayer S. Klein

**Date:** 2/10/2021

If any of this information is incorrect, please close this window and go back to the Civil Cover Sheet Input form to make the correction and generate the updated JS44. Once corrected, print this form, sign and date it, and submit it with your new civil action.